

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SCREEN ACTORS GUILD – AMERICAN :  
FEDERATION OF TELEVISION AND RADIO  
ARTISTS, NEW YORK LOCAL,

Plaintiff,

-against-

NEW YORK PUBLIC RADIO,

Defendant.

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FILED: 11/9/2021

No. 21-cv-4972 (CM)

[rel. 21-cv-5882 (CM)]

**ORDER**

McMahon, J.:

The Court has before it the fully briefed motion to dismiss of the Defendant New York Public Radio (Dkt. 18) and the fully briefed cross-motion to compel arbitration of the Plaintiff Screen Actors Guild- American Federation of Television and Radio Artists, New York Local (Dkt. 21).

It is undisputed that under this Collective Bargaining Agreement (“CBA”), the *termination* of someone in a Reporter II position is not subject to the Grievance and Arbitration Procedure. But this case is about severance, and a dispute over severance is arbitrable under this CBA.

The interesting twist in this case is that the arbitrable issue – severance – turns on a question of fact -- whether the employer actually *had cause* to terminate -- that, if it arose in a dispute over Plaintiff’s termination, would not be arbitrable. Unfortunately, none of the cases cited by the parties addresses this situation. I know how I think this should come out, but I will give the parties one week to direct the court’s attention to any case in which the facts are similar to those in this case.

November 9, 2021



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Colleen M. Heaney  
U.S.D.J.

BY ECF TO ALL COUNSEL